

2-301A061

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11036-B  
FILED 1425

OF COUNSEL  
URBAN A. LESTER

OCT 27 1992 - 2:20 PM  
INTERSTATE COMMERCE COMMISSION

October 27, 1992

11036-B

11036-C

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

11036-C  
FILED 1425

OCT 27 1992 - 2:20 PM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are four (4) original copies of 1) an Assignment of Lease dated October 27, 1992, 2) an Assumption of Lease dated as of October 27, 1992, secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed documents relate to the Equipment Lease Agreement dated as of November 7, 1979 which document was filed and recorded with the Commission on November 8, 1979 under Recordation Number 11036.

The names and addresses of the parties to the enclosed documents are:

Assignor: Residual Based Finance Corporation  
Three First National Plaza  
Chicago, Illinois 60602

Assignee and Party to Assumption of Lease : Pershing Leasing Income Limited  
Partnership II  
6300 Lamar  
Shawnee Mission, Kansas 66201

OCT 27 2 15 PM '92  
MOTOR OF DIVISION UNIT

A description of the railroad equipment covered by the enclosed document is: five General Motors Electro-Motive Division MP15DC locomotives bearing identification marks HBT 60 through HBT 64, both inclusive.

Mr. Sidney L. Strickland, Jr.  
October 27, 1992  
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Also enclosed is a check in the amount of \$32.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return three (3) stamped copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Assignment of Lease dated as of October 27, 1992 from Residual Based Finance Corporation, Assignor, to Pershing Leasing Income Limited Partnership II and Assumption of Lease dated as of October 27, 1992 executed by Pershing Leasing Income Limited Partnership II covering 5 GM locomotives HBT 60 - HBT 64.

Very truly yours,

  
Charles T. Kappler

CTK/bg  
Enclosures

21036-13  
OCT 27 1992 - 2:20 PM  
INTERSTATE COMMERCE COMMISSION

### ASSIGNMENT OF LEASE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RESIDUAL BASED FINANCE CORPORATION, an Illinois corporation (the "Assignor"), hereby sells, assigns, transfers and sets over unto PERSHING LEASE INCOME LIMITED PARTNERSHIP II, a Missouri limited partnership (the "Assignee"), all of its right, title and interest in and to that certain Equipment Lease Agreement dated as of November 7, 1979, between Seller, as lessor and as assignee of Texas Commerce Bank National Association, the original lessor, and Houston Belt & Terminal Railway Company, a Texas corporation, as lessee, including the attached Equipment Schedule dated November 7, 1979 (the "Lease").

Assignor hereby represents and warrants that to the best of its knowledge the identification marks in Exhibit A hereto are a true and correct list of the road numbers which have been assigned to all of the Equipment covered under the Lease. This Assignment shall exclude "Seller's Retained Rights" (as defined in the Equipment Purchase and Assignment Agreement between the Assignor and the Assignee dated as of October 27, 1992).


Except as otherwise specifically set forth herein or in the Equipment Purchase and Assignment Agreement of even date herewith between Assignor and Assignee, the assignment set forth herein is made without warranty or representation of any kind or type whatsoever.

Assignor hereby authorizes the recordation of this Assignment and hereby agrees to execute such further documentation as Assignee may reasonably request in order to carry out the purpose of this Assignment.

**IN WITNESS WHEREOF**, the undersigned pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officer thereunto duly authorized, all as of the date written below.

Dated as of: October 27, 1992

RESIDUAL BASED FINANCE CORPORATION

By:   
Title: President

Accepted as of October \_\_, 1992:

PERSHING LEASE INCOME LIMITED PARTNERSHIP II  
By: Waddell & Reed Leasing, Inc., general partner

By: \_\_\_\_\_  
Title: \_\_\_\_\_

### ASSIGNMENT OF LEASE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RESIDUAL BASED FINANCE CORPORATION, an Illinois corporation (the "Assignor"), hereby sells, assigns, transfers and sets over unto PERSHING LEASE INCOME LIMITED PARTNERSHIP II, a Missouri limited partnership (the "Assignee"), all of its right, title and interest in and to that certain Equipment Lease Agreement dated as of November 7, 1979, between Seller, as lessor and as assignee of Texas Commerce Bank National Association, the original lessor, and Houston Belt & Terminal Railway Company, a Texas corporation, as lessee, including the attached Equipment Schedule dated November 7, 1979 (the "Lease").

Assignor hereby represents and warrants that to the best of its knowledge the identification marks in Exhibit A hereto are a true and correct list of the road numbers which have been assigned to all of the Equipment covered under the Lease. This Assignment shall exclude "Seller's Retained Rights" (as defined in the Equipment Purchase and Assignment Agreement between the Assignor and the Assignee dated as of October 27, 1992).

Except as otherwise specifically set forth herein or in the Equipment Purchase and Assignment Agreement of even date herewith between Assignor and Assignee, the assignment set forth herein is made without warranty or representation of any kind or type whatsoever.

Assignor hereby authorizes the recordation of this Assignment and hereby agrees to execute such further documentation as Assignee may reasonably request in order to carry out the purpose of this Assignment.

IN WITNESS WHEREOF, the undersigned pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officer thereunto duly authorized, all as of the date written below.

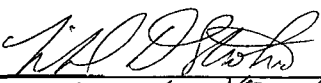
Dated as of: October 27, 1992

RESIDUAL BASED FINANCE CORPORATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted as of October 27, 1992:

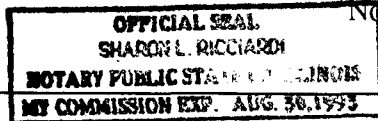
PERSHING LEASE INCOME LIMITED PARTNERSHIP II  
By: Waddell & Reed Leasing, Inc., general partner

By:   
Title: Executive Vice President

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 24 day of October, 1992, before me personally appeared VINCENT A. KOLLEGA me personally known, who, being by me duly sworn, says that he is PRESIDENT of Residual Based Finance Corporation, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon L. Ricciardi  
Notary Public



My commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_ day of October, 1992, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that (s)he is \_\_\_\_\_ of \_\_\_\_\_, a general partner of PERSHING LEASE INCOME LIMITED PARTNERSHIP II, a \_\_\_\_\_ limited partnership, that the foregoing instrument was signed and sealed on behalf of said partnership by authority of its partnership agreement, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

STATE OF KANSAS       )  
                              ) ss  
COUNTY OF JOHNSON    )

On this 27 day of October, 1992, before me personally appeared Michael D. Strohm, to me personally known, who, being by me duly sworn, says that (s)he is Executive Vice President of Waddell & Reed Leasing, Inc., a general partner of PERSHING LEASE INCOME LIMITED PARTNERSHIP II, a Missouri limited partnership, that the foregoing Assignment of Lease was signed and sealed on behalf of said partnership by authority of its partnership agreement, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.

Dawn M. Anthony  
Notary Public

My commission expires: My Commission Expires October 29, 1994